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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EDUARDO FIGUEROA,

Petitioner,

v.

NABORS COMPLETION &
PRODUCTION SERVICES CO., a
Delaware corporation, now known as
C&J Well Services, Inc.,

Respondent.

Case No.: 2:23-cv-08163-DDP-JPRx

District Judge: Dean D. Pregerson
Magistrate Judge: Jean P. Rosenbluth

JUDGMENT

WHEREAS, on April 2, 2015 two former employees of Respondent NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”), Brandyn Ridgeway (“Ridgeway”) and Tim Smith (“Smith”), filed a putative class action alleging, among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor Code §226(e) for failure to provide accurate itemized wage statements under Labor Code §226(a), and for related interest and penalties, as well as attorneys’ fees and costs, (CACD Case No. 2:15-cv-03436-DDP-VBKx; “Ridgeway class action”);

1 WHEREAS, on June 29, 2015 NABORS brought a motion to compel arbitration of
2 Ridgeway and Smith's individual claims pursuant to 9 U.S.C. §2, the Federal Arbitration
3 Act ("FAA") and a written arbitration agreement that included a class action waiver;

4 WHEREAS, on October 13, 2015 this Court denied NABORS' motion to compel
5 arbitration, finding the arbitration agreement unenforceable;

6 WHEREAS, NABORS timely appealed the denial of its motion to compel
7 arbitration;

8 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeal issued a
9 Memorandum which reversed the Court's order denying the motion and remanded with
10 instructions;

11 WHEREAS, on March 30, 2018, Petitioner Eduardo Figueroa ("Figueroa"), a
12 putative class member in the Ridgeway class action, commenced an individual arbitration
13 at JAMS;

14 WHEREAS, Figueroa's individual claims were adjudicated by JAMS Arbitrator
15 Hon. Jeffrey King (Ret.) resulting in an Interim Award issued April 25, 2022 and a Final
16 Arbitration Award issued by Arbitrator Hon. Richard D. Aldrich, (Ret.) on October 27,
17 2022, in favor of Figueroa;¹

18 WHEREAS, on November 8, 2022 Figueroa filed the instant Petition to Confirm
19 Final Arbitration Award, For Further Attorneys' Fees and Costs, and to Enter Judgment
20 Against Nabors; Nabors appeared, filed an answer and filed a crossclaim to vacate the Final
21 Award;

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27 ¹ A new Arbitrator, Hon. Richard D. Aldrich, (Ret.) was appointed between the interim and final
28 awards due to the unexpected passing of Justice King.

1 WHEREAS, on July 31, 2023 the Court issued its Order Re: Petitioner's Motion To
2 Confirm Final Arbitration Award And For Further Attorneys' Fees And Costs granted
3 Figueroa's motion and confirmed the Final JAMS Arbitration Award issued by Arbitrator
4 Hon. Richard D. Aldrich in the Arbitration JAMS Case No. 1220058991 and denied
5 NABORS' request to vacate the award.

6 THEREFORE, IT IS ADJUDGED THAT:

7 Petitioner EDUARDO FIGUEROA shall recover against Respondent NABORS
8 COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC.
9 ("NABORS") in the amount of \$409,857.96 in damages and \$303,710.00 in attorneys'
10 fees, as awarded by the Arbitrator; and,

11 Additional post-arbitration attorneys' fees in the amount of \$8,444 and for costs in
12 the amount of \$402.

13 DATED: August 2, 2023

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16 DEAN D. PREGERSON
17 UNITED STATES DISTRICT COURT JUDGE
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